

## Terms of Access

PLEASE REVIEW THESE TERMS OF ACCESS. BY ACCESSING OR USING THIS WEB SITE, YOU AND THE ENTITY YOU ARE AUTHORIZED TO REPRESENT AGREE TO THESE TERMS OF ACCESS.

**APPLIED WEBSITE.** Applied Maintenance Supplies & Solutions, LLC. and its affiliates ("Applied") grants you ("User" or "Customer") access to [AppliedMSS.com](http://AppliedMSS.com) ("Site") solely for the purposes of accessing information about Applied and for electronic order and data retrieval from Applied. Access to and use of the Site shall comply with and be subject to the instructions and procedures established by Applied and delivered to User from time to time, either in writing or electronically through these Terms which may be amended from time to time without specific notice to User by posting on this Site.

Applied may terminate User's access at any time, without prior notice, for any or no reason. User is responsible for maintaining the confidentiality of its account number and/or password and is responsible for all uses of its account, whether or not actually or expressly authorized by User. User shall immediately notify Applied if either its password or user id is used in any unauthorized manner. User shall not resell or transfer its access to or use of the Site. Users under age of 18 are required to use [AppliedMSS.com](http://AppliedMSS.com) only with involvement of a parent or guardian.

NEITHER USER, ANY USERS OF ITS ACCOUNT NOR ANY OTHER USER OF THIS SITE SHALL MODIFY OR TAMPER IN ANY WAY WITH THE SITE, INCLUDING WITHOUT LIMITATION, ANY SOFTWARE, DATA, OR FUNCTIONALITY THEREOF NOR USE ANY AUTOMATED PROCEDURE OR ANY OTHER MEANS TO GATHER DATA FROM THIS SITE FOR ANY REASON OTHER THAN THE AUTHORIZED USE OF THE SITE.

**TERMS AND CONDITIONS OF SALE** ("Terms of Sale") All orders placed through the Site by User shall be subject to Applied's prices and standard [Terms and Conditions of Sale](#) in effect at the time of shipment, except to the extent modified by a writing signed by an authorized Applied signatory. Customers who have written agreements with Applied must log in to registered SAP account to obtain agreement pricing. Prices shown on the Site do not include shipping costs and sales, use, excise, value-added or similar taxes.

### APPLIED'S LIABILITY FOR ACCESS TO AND USE OF SITE.

Applied provides access to the Site solely as a convenience to User on an as available basis. Applied has made efforts to make this Site helpful and easy to use however, due to the open structure of this Site, and the potential for errors in the development, storage and transmission of electronic content Applied does not warrant that the Site content is free of inaccuracies or errors.

ALL CONTENT, INFORMATION, MATERIALS, PRODUCTS (INCLUDING SOFTWARE) AND OTHER SERVICES INCLUDED ON OR OTHERWISE MADE AVAILABLE TO USER ON THIS SITE ARE PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. APPLIED DOES NOT WARRANT THAT THE INFORMATION CONTAINED ON THIS SITE WILL BE UNINTERRUPTED OR THAT THIS SITE OR THE SERVER FROM WHICH THIS SITE IS OPERATED OR MAINTAINED IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. ALL RESPONSIBILITY OR LIABILITY FOR ANY DAMAGES CAUSED BY ANY SUCH VIRUSES OR HARMFUL COMPONENTS IS HEREBY DISCLAIMED. USER WAIVES ANY AND ALL CLAIMS AGAINST APPLIED AND ITS AFFILIATES, EMPLOYEES, AGENTS AND REPRESENTATIVES ARISING OUT OF USER'S ACCESS TO AND USE OF THE SITE AND THE INFORMATION CONTAINED THEREIN. IN NO EVENT SHALL APPLIED OR ANY OF ITS AFFILIATES, EMPLOYEES, AGENTS OR REPRESENTATIVES BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHATSOEVER, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE) OR OTHER GROUNDS, ARISING OUT OF OR IN CONNECTION WITH ACCESS TO OR INABILITY TO

ACCESS, OR ANY DELAY OR INTERRUPTION IN ACCESSING, THE SITE OR THE USE OF SITE CONTENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE NEGATION OF DAMAGES SET FORTH ABOVE IS A FUNDAMENTAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN APPLIED AND USER. THE SITE AND THE INFORMATION WOULD NOT BE PROVIDED WITHOUT SUCH LIMITATIONS. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY USER FROM APPLIED THROUGH THE SITE SHALL CREATE ANY WARRANTY, REPRESENTATION OR GUARANTEE NOT EXPRESSLY STATED IN THIS AGREEMENT.

It is understood that the inventory information on the Site is obtained from Applied's computerized perpetual inventory records, based on inventory transactions, and may not be completely accurate. In any instance in which immediate availability is critical, a physical stock check should be obtained from the Applied facility that services the User. The images shown on the Site are for representational purposes only and may not portray the actual product. Applied may also change content periodically without notice. Applied has no control over content provided by others, and provides links to other sites for convenience only.

**MAGNUSON-MOSS DISCLAIMER** Products are sold for commercial use only and are not intended for use by consumers. Applied specifically disclaims all warranties to those defined as consumers under the Magnuson-Moss Act.

**LINKS** This Site contains links to other sites that are not owned, maintained or operated by Applied. Applied is not responsible for the content of any linked site or the use of any information collected from you by such sites. Linked sites are not subject to [Applied's Privacy Policy](#). The inclusion of a link from or to this Site does not imply recommendation or sponsorship and Applied disclaims any liability for such links

**COPYRIGHT.** All content included in or made available through any AppliedMSS.com, such as all text, photographs, artwork, graphics, names, logos, service marks and trademarks is the property of Applied or its content suppliers and protected by United States and international copyright laws.

**TRADEMARKS.** All trademarks not owned by Applied that appear in AppliedMSS.com and its subsites are the property of their respective owners, who may or may not be affiliated with, connected to, or sponsored by Applied. All other graphics, logos, page headers, button icons, scripts, and service names included in or made available through AppliedMSS.com are trademarks or trade dress of Applied in the United States and other countries.

**CONFIDENTIALITY AND NON-DISCLOSURE.** User may be exposed to content in the Site that is confidential, proprietary and a trade secret to Applied, including, without limitation, pricing, inventory and detailed and compiled product information. User shall maintain all such information in strict confidence and use it only in a manner consistent with the purpose of advancing the relationship between Applied and User.

User acknowledges and agrees that Applied retains all ownership or license in content displayed on the Site and communications transmitted through the Site.

**LICENSE AND ACCESS** Subject to User's compliance with these Terms of Access, Applied and its content providers grant User a limited, non-exclusive, non-transferable, non-sublicensable license to access and make product purchasing commercial use of the AppliedMSS.com. Applied authorizes User to view, copy and print the content displayed on the Site solely for its legitimate business purposes related to the purchase of products from Applied, provided, however, that any copy of any content (or portion thereof) which User makes shall include all copyright and other proprietary notices. Any other reproduction, retransmission, redistribution, publication, broadcast or circulation of any content on the Site without the express prior written consent of Applied is strictly prohibited.

**DISPUTE RESOLUTION.** Actions by Applied for nonpayment by User of the purchase price of products sold by Applied through this Site or otherwise, or for redress of other breaches by the Customer of the Terms of Sale or Terms of Access, may be brought by Applied, at its option, before any judicial court of competent jurisdiction. At

Applied's option, disputes between the Customer and Applied, including all claims of non-performance by Applied, shall be finally settled by arbitration in Cleveland, Ohio, United States of America, under the Rules of the American Arbitration Association, by one or more arbitrators appointed in accordance with said Rules applying these Terms of Access, the Terms of Sale and consistent provisions of the internal laws (except conflict of law rules) of the State of Ohio, United States of America.

**EXPORT SALES.** The export and re-export of Applied's products are controlled by the United States Export Administration Regulations and such products may not be exported or re-exported to Cuba, Iran, Iraq, Libya, North Korea, Sudan, or Syria or any country to which the United States embargoes goods.

In addition, Applied's products may not be distributed to persons on the Table of Denial Orders, the Entity List, or the Lists of Specially Designated Nationals. By accessing this Site and purchasing products on this Site User is certifying that he/she is not a national of Cuba, Iran, Iraq, Libya, North Korea, Sudan or Syria or any country to which the United States embargoes goods and that he/she is not a person on the Table of Denial Orders, the Entity List, or the List of Specially Designated Entities. No orders will be accepted from the Site for shipments outside the continental United States.

**FOREIGN CORRUPT PRACTICES ACT.** User acknowledges that it is not the agent of Applied and represents and warrants that it has not, and covenants that it will not, pay anything of value to any government employee in connection with the resale of the products sold hereunder.

**INDEMNITY.** User agrees to indemnify and hold Applied, and its subsidiaries, affiliates, officers, agents or other parties and employees, harmless from any and all claims or demands, including reasonable attorneys fees, made by any third party due to or arising out of User's use of the Site, any data provided by the User to the Site, User's connection to the Site or User's violation of these Terms or the violation of the rights of another person or entity related to Users accessing or use of the Site. User further agrees to indemnify and hold Applied harmless from and against any and all claims, losses, liabilities and damages, including reasonable attorneys fees, resulting from the connection to or interface of the Site with any e-marketplace or e-procurement application selected, used or operated by User, which such interface shall only be made with the written consent of an authorized signatory of Applied.

**ENTIRE AGREEMENT.** These Terms of Access constitute the entire agreement between Applied and User concerning the use of the Site, except to the extent that other agreements, terms, conditions, instructions and procedures are expressly referred to herein, and it supersedes all other prior and contemporaneous statements, communications, and documents.

**GOVERNING LAW AND JURISDICTION.** This Site (excluding linked sites) is controlled by Applied from its offices within the state of Ohio, United States of America. By accessing this Site, you and Applied agree that all matters relating to your access to, or use of, this Site and the validity and performance of these Terms shall be governed by the statutes and laws of the State of Ohio, without regard to the conflicts of laws principles thereof. The parties exclude the application of the 1980 United Nations Convention on Contracts for the International Sales of Goods if otherwise applicable. The parties also agree and hereby submit to the exclusive personal jurisdiction and venue of federal and state courts of the State of Ohio. Use of this Site is unauthorized in any jurisdiction that does not allow for full effect to all provisions of these Terms of Access and Applied's Terms of Sale including without limitation this provision and the warranty and disclaimer of liability exclusions herein. Applied makes no representation that materials, services or products available on this Site are appropriate or available for use in other locations, and accessing them from territories where their contents are illegal is prohibited. Those who choose to access this Site from other locations do so on their own initiative and are responsible for compliance with local laws.

**MISCELLANEOUS.** Any cause of action by User with respect to its use of the Site must be instituted within one (1) year after the cause of action arose or be forever waived and barred. Applied's failure to enforce any provision of these Terms shall not be deemed a waiver of such provision nor of the right to enforce such provision. If any provision hereof shall be unenforceable, invalid or void for any reason, such provision shall be automatically voided and shall not be part of these Terms and the enforceability or validity of the remaining provisions of these

Terms shall not be affected thereby. Applied's failure to enforce any provision of these Terms shall not be deemed a waiver of such provision nor the right to enforce such provision.

**COPYRIGHT COMPLAINTS.** Applied respects the intellectual property of others, and we ask our visitors to do the same. If you believe that your work has been copied without permission and is accessible on the Applied website in a way that constitutes copyright infringement, you may notify Applied by providing the company's copyright agent the following information:

1. an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest;
2. a description of the copyrighted work that you claim has been infringed, including the URL (i.e., web page address) of the location where the copyrighted work exists or a copy of the copyrighted work;
3. identification of the URL or other specific location on the Applied website where the material that you claim is infringing is located;
4. your address, telephone number, and e-mail address;
5. a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law;
6. a statement by you, made under penalty of perjury, that the above information in your Notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

Applied's agent for notice of claims of copyright infringement on this website can be reached via email:

[customerservice@applied.com](mailto:customerservice@applied.com)